

### **Remarks**

#### **Procedural Issues Concerning Finality of Office Action Dated August 5, 2005**

The Applicant appreciates the Examiner's consideration of the present Application. The Applicant respectfully reminds the Examiner that, in a brief telephone conference with the Examiner in late April, 2005, the Applicant requested an Examiner's Interview. The Examiner indicated that she was unavailable for an Interview with the Applicant due to the Examiner's school exam schedule, but that she would be pleased to hold an Interview after the filing of a Reply to the First Office Action mailed January 25, 2005. On May 25, 2005, the Applicant mailed such a Reply to the First Office Action, in which the Applicant again reminded the Examiner of their April conversation.

On August 5, 2005, the Examiner mailed a Final Office Action even though no Interview had been conducted prior to that mailing. After the mailing of the Final Office Action, the Applicant reminded the Examiner of their previous conversation in April and subsequently the Applicant and Examiner did have an Interview, which was the subject of the Interview Summary mailed on August 23, 2005. During the Interview, the Examiner indicated that she would consider modifying the Final Office Action into a non-final Office Action so that the Applicant could have at least one opportunity to submit and have the Examiner consider amended claims. The Examiner further instructed the Applicant to submit an Amendment in response to the Final Office Action (no Petition necessary), in which the Applicant should request a removal of the finality of the Office Action mailed on August 5<sup>th</sup>, and request consideration of amended claims.

Therefore, the Applicant requests, as part of this Amendment, that the Examiner consider the amended claims presented herewith, remove the finality of the Office Action mailed on August 5, 2005 and treat this Amendment as if it were in response to a non-final Office Action.

#### **Substantive Issues**

In the Office Action dated August 5, 2005 (hereinafter referred to as the "Office Action"), independent claims 1 and 14, and dependent claims 2-4, 9 and 11 were rejected

under 35 U.S.C. 102(b) as being anticipated by Luchs et al. (U.S. Patent No. 4,831,526). Additionally, dependent claim 5 was rejected under 35 U.S.C. 103(a) as being unpatentable over Luchs et al. in view of Cullen et al. (U.S. Patent No. 6,272,528). Further, dependent claims 6-7 were rejected under 35 U.S.C. 103(a) as being unpatentable over Luchs et al. in view of Mizuno (U.S. Patent No. 6,272,528). Also, dependent claim 8 was rejected under 35 U.S.C. 103(a) as being unpatentable over Luchs et al. in view of Pescitelli et al. (U.S. Patent No. 5,845,256). Further, dependent claims 10 and 13 were rejected under 35 U.S.C. 103(a) as being unpatentable over Luchs et al. in view of Official Notice. Also, dependent claim 12 was rejected under 35 U.S.C. 103(a) as being unpatentable over Luchs et al. in view of Serdy (U.S. Patent No. 5,990,886). Further, each of independent claim 15 and dependent claims 16-18 was rejected under 35 U.S.C. 103(a) as being unpatentable over Cullen et al. in view of Luchs et al. Finally, dependent claims 19-20 were rejected under 35 U.S.C. 103(a) as being unpatentable over Cullen et al. in view of Luchs et al. and further in view of Hartigan.

In response to these rejections, the Applicant has amended each of the independent claims 1, 14 and 15 of the Application as well as amended a number of the dependent claims 2-13 and 16-20. The Applicant respectfully submits that, for at least the following reasons, each of the independent claims 1, 14 and 15 as well as each of claims 2-13 and 16-20 depending therefrom, as amended, are allowable.

#### Allowability of Independent Claim 1 and Dependent Claims 2-12

Independent claim 1 has now been amended (per the Examiner's suggestion in the Interview) to require both a time period indication and a geographical indication. The Applicant respectfully submits that the Applicant is unable to find disclosure of at least the particular required time period indication (or a time period less than a month) in Luchs et al. Therefore, for at least that reason the Applicant submits that claim 1 is allowable under 35 U.S.C. 102(b).

Additionally, the Examiner will note that the Applicant has amended each of dependent claims 3, 9, and 11-13. The amendment to claim 3 has been made to reflect the amendment to claim 1. Claims 9 and 12 have been respectively amended to recite the

limitations of original claims 11 and 13. As discussed further below, claim 13 now depends from independent claim 14. Finally, claim 11 has now been amended to provide that the method is conducted between a central processor owned or operated at the direction of an insurance provider (e.g., an insurance company) and a terminal owned or operated by an insurance customer. That is, there need be no intermediary between the insurance customer and the insurance provider according to at least some embodiments of the Applicant's invention. The Applicant further submits that each of dependent claims 2-12 are allowable for at least the same reason as claim 1 is allowable.

Allowability of Independent Claim 14 and Dependent Claims 13 and 20

The Examiner will note that the Applicant has amended independent claim 14 to now require that the customer specification concern only time limits (specifically, time limits of less than a month) rather than either time limits or geographic limits. As stated above, the Applicant is unable to find in Luchs et al. any disclosure of the providing of such a customer specification regarding time limits. Therefore, for at least that reason, the Applicant respectfully submits that claim 14 is allowable under 35 U.S.C. 102(b) over Luchs et al.

Further with respect to claim 14, the Applicant also submits that the language of that claim additionally includes several limitations that are similar to those of dependent claim 2. More particularly, claim 14 requires a storage medium that causes a computer to take certain actions during a preliminary time period and other actions during a later time period. During the preliminary time period, the computer is instructed to operate so as to provide an indication that a customer can obtain a general type of insurance coverage (in response to a customer inquiry). Then, during the later time period, the computer is instructed to determine whether a more specific amount of insurance coverage within the general type of insurance coverage can be provided.

The Applicant respectfully submits that, in contrast to the Examiner's comments regarding claim 14 (and 2) advanced in the most recent Office Action (which were also advanced in paragraphs 3(B) and 3(F) of the First Office Action), these limitations of claim 14 are missing from Luchs et al. As best as the Applicant can determine, Luchs et

al. discloses a procedure in which an agent receives a customer request for a particular type/amount of insurance at a given time, at which point a computer system then determines a quote for the insurance. Subsequently, the customer is given an opportunity to accept or reject the quote and, if the customer agrees to the quote, then the insurance policy is prepared and authorized (see, e.g., col. 3, lines 16-39).

Luchs et al. appears to differ from the Applicant's claim 14 storage medium since (among other things) Luchs et al. does not appear to involve the customer providing, at a later time, further specificity regarding a previously-requested general type of insurance. That is, Luchs et al. does not appear to involve a two-step interactive procedure with customers in which, during an earlier step, customers request whether a type of insurance is available and then, during a later step, customers request particular increments of that general type of insurance or particular subsidiary amounts of insurance that fall within the general type. Therefore, for at least these additional reasons, the Applicant respectfully submits that claim 14 is allowable under 35 U.S.C. 102(b) over Luchs et al.

Further, the Applicant has amended each of claims 13 and 20 to now depend from claim 14. Claim 13 further requires that geographical information also be received, while claim 20 recites further structural and functional limitations. The Applicant submits that each of claims 13 and 20 are allowable for at least the same reasons as claim 14 is allowable.

#### Allowability of Independent Claim 15 and Dependent Claims 16-19

The Examiner will note that the Applicant has amended independent claim 15 to now require that the customer specification concern only time limits (specifically, time limits of less than a month) rather than either time limits or geographic limits. As stated above, the Applicant is unable to find in Luchs et al. any disclosure of the providing of such a customer specification regarding time limits. Further, the Examiner indicated in the Office Action (more specifically, in the previous, First Office Action in paragraph 10(A)) that such disclosure is missing from Cullen et al. Additionally, the Applicant has not found any suggestion to modify either Luchs et al. or Cullen et al. to arrive at such disclosure. Therefore, for at least these reasons, the Applicant respectfully submits that

claim 15 is allowable under 35 U.S.C. 103(a) in view of Cullen et al. and Luchs et al., alone and in combination.

Additionally, in view of the Interview, the Applicant also wishes to direct the Examiner's attention to the fact that, advantageously, claim 15 recites a number of limitations regarding implementation of an insurance-providing computer system by way of internet or web-based technologies.

Further, the Applicant has amended claim 19 to include the limitations of original claim 20, and claim 16 to include the geographic-type limitations of original claim 15. The Applicant submits that each of claims 16-19 are allowable for at least the same reasons that claim 15 is allowable.

Further Comments Regarding Allowability of Claims Under 35 U.S.C. 103(a)

The Applicant wishes to further submit that, for reasons provided in the Applicant's previous Reply regarding independent claims 1, 14 and 15, it would not have been obvious to one of ordinary skill in the art to arrive at the methods/systems recited in the Applicant's pending claims in view of Luchs et al. As discussed above, claims 1, 14 and 15 are for methods/systems for providing specialized amounts of insurance coverage to customers that are closely tailored to the customers' needs. For example, claim 1 (as now amended) requires that the insurance coverage of interest be limited to insurance coverage for a time period that is less than a month (e.g., a weekend), and to coverage for a geographical region that is smaller than an entire nation (e.g., a state or county).

The Applicant submits that the apparent lack of disclosure within Luchs et al. of all of the limitations of claims 1, 14 and 15 is understandable because Luchs et al. relates to a conventional form of insurance application that is quite different from the Applicant's inventive method and system. Luchs et al. apparently relates to a standardized insurance application process in which a customer comes to an insurance agent and asks the agent to obtain some insurance. The agent, in turn, deals with a computer system or other system to specify certain information relating to the customer and the customer's needs. This is clear, for example, from col. 22, lines 6-7, which indicates that it is the insurance agent who is entering the information into the system.

The Applicant's inventive method and system differs considerably from the conventional method and system of Luchs et al., and offers benefits not present in such conventional method/system. The Applicant's personal experience has been that the process of applying for insurance through an agent is a time-consuming, inefficient process that is ill-suited for allowing a customer to frequently "turn on" and "turn off" the customer's coverage. Rather, due to the arduousness of the conventional method/system, it is typically desirable for a customer to limit his or her dealings with an insurance agent, by obtaining long-term and otherwise broad coverage that is only rarely modified.

Yet there are situations in which it would be desirable to allow customers to repeatedly obtain only limited amounts of insurance coverage. One such situation, as discussed in the present Application, is in the case of luxury automobiles. Due to the high expense of insurance coverage for such automobiles, and the limited amounts of time that many people may want/have to drive, it would be desirable to offer customers the opportunity to "turn on" and "turn off" their coverage at specific times (e.g., on weekends) or to limit their coverage to a specific region within which they might drive.

While the conventional process of obtaining insurance coverage through insurance agents makes obtaining such limited amounts of coverage difficult or impossible, the Applicant's present inventive method and system alleviates these problems by largely removing the agent from the transaction. That is, the Applicant's inventive method and system allows a customer to obtain a special type of insurance relationship with an insurance carrier in which the customer is able to "turn on" and "turn off" his or her insurance at customer-defined times, by accessing the insurance carrier website and typing in the appropriate information.


Therefore, the Applicant respectfully submits that it would not have been obvious to one of ordinary skill in the art to arrive at the Applicant's claimed invention in view of Luchs et al. because, in contrast to the Applicant's invention, Luchs et al. fails to address the problem of how to efficiently provide limited amounts of insurance to customers on a frequent, repeated basis, and consequently lacks all of the particular limitations of independent claims 1, 14 and 15 concerning limitations on insurance coverage. For at

Appl. No. 09/694,402  
Amdt. Dated 11/07/05  
Reply to Office Action of August 5, 2005

least these additional reasons, then, the Applicant submits that all of pending claims 1-20 are allowable under 35 U.S.C. 103(a).

\* \* \*

In view of the above Remarks and Amendments to the Claims, the Applicant respectfully requests reconsideration and allowance of the present Application. The Applicant invites the Examiner to telephone the Applicant at the telephone number listed below upon receipt of this Amendment, particularly if the Examiner has any concern that removal of the finality of the most recent Office Action presents any concern. The Applicant also submits that no fees are due in connection with this Amendment.

Respectfully,  
  
John T. Pienkos  
Applicant

Dated: Nov. 7, 2005  
5017 N. Hollywood Ave.  
Whitefish Bay, WI 53217  
(414) 228-6881